GOVERNMENT OF KARNATAKA

BRUHATH BENGALURU MAHANAGARA PALIKE

Providing Cleaning, house keeping services at South Zonal Referral hospitals, Maternity hospitals, Dailysis centres & Health offices.

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BRUHAT BANGALORE MAHANAGARA PALIKE

Office of the Executive Engineer
Project South
South Zone office complex, 9th main, 9th cross,
Jayanagara 2nd block, Bengaluru - 560011
Contact No: 080-22975713
Email: eeprojectsouth@gmail.com

TENDERS FOR THE WORK OF

Providing Cleaning, house keeping services at South Zonal Referral hospitals, Maternity hospitals, Dailysis centres & Health offices.

TENDER REFERENCE	**: EEP(S)/KPPP/tender no14/2023-24 Date: 22-11-2023**
PREBID MEETING DATE AND TIME	**: 14 -12-2023 at 4.00 P.M.**
PLACE OF PREBID MEETING	**: Office of the Executive Engineer, Project South, BBMP, Bangalore- 560011.**
LAST DATE AND TIME FOR SUBMISSION OF TENDERS	**: 22-12-2023 up to 4.00 P.M**.
TIME AND DATE OF OPENING OF TECHNICAL BID OF TENDERS	**: 26-12-2023 at 4.30 PM.**
PLACE OF OPENING OF TECHNICAL BID	**: Office of the Executive Engineer, Project South, Bangalore- 560011.**
FINANCIAL BID	: **28-12-2023 After technical bid approval Financial Bid will be intimated to the bidders**
PLACE OF OPENING OF FINANCIAL BID	: **Office of the Executive Engineer, Project South, Bangalore- 560011.**
ADDRESS FOR COMMUNICATION	**: O/o Executive Engineer, Project South, South Zone**

	office complex, 9th main, 9th cross, Jayanagara 2nd block, **Bengaluru – 560011.** **Contact No: 080-22975713** **Email:** eeprojectsouth@gmail.com

SECTION I – LETTER OF INVITATION

BRUHATH BENGALURU MAHANAGARA PALIKE

Dear Service Providers,

1. **Providing Cleaning, house keeping services at South Zonal Referral hospitals, Maternity hospitals, Dailysis centres & Health offices** invites Proposals under eProcurement (two cover system) for providing cleaning staff to BBMP South zone hospitals on outsourced basis for a period of 12 months, which may be extended by another 12 months based on performance. More details on the Services are provided in the Terms of Reference.

Sl. No.	Name of Work	Approx. Amount put to tender (Rs. In Lakh)	EMD amount in Rs.	Cost of tender form Rs. (Non-refundable inclusive of all Taxes)	Period of completion (Including monsoon)
1	**Providing Cleaning, house keeping services at South Zonal Referral hospitals, Maternity hospitals, Dailysis centres & Health offices.**	**293.35**	**4,40,027.00**	**KPPP portal**	**12 month**

2. The RFP is open to all service providers registered in India.
3. The service providers will be selected under Least Cost Selection (LCS) and procedures described in this RFP.

4. The RFP includes the following documents:
   4.1. Section 1 - Letter of Invitation
   4.2. Section 2 - Information to Service Provider
   4.3. Section 3 - Technical Proposal - Standard Forms
   4.4. Section 4 - Financial Proposal - Standard Forms
   4.5. Section 5 - Terms of Reference
   4.6. Section 6 - Standard Form of Contract.
5. The Financial Proposal of the Service Providers who are technically qualified/responsive will only be opened through e-procurement portal.

Yours sincerely,

Executive Engineer Project South

BRUHATH BENGALURU MAHANAGARA PALIKE

SECTION II – INFORMATION TO SERVICE PROVIDER (ITC)

1. Introduction

1.1. **Providing Cleaning, house keeping services at South Zonal Referral hospitals, Maternity hospitals, Dailysis centres & Health offices** invites Proposals under **https://kppp.karnataka.gov.in,** (two cover system) for Providing cleaning staff to BBMP South zone Hospitals on outsourced basis for a period of 12 months, which may be extended by another 12 months based on performance. More details on the Services are provided in the Terms of Reference. The RFP is open to all service providers registered in India. The service providers will be selected under Least Cost Selection (LCS) procedures described in this RFP.

1.2. The Service Provider must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Provider are encouraged to pay a visit to the location before submitting a Proposal, and to attend a pre-proposal conference as per the RFP schedule. Attending the pre-proposal conference is optional.

1.3. Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and the Client is not bound to accept any of the Proposals submitted.

1.4. It is GOK's policy to require that Service Provider observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the GOK:

1.4.1. defines, for the purposes of this provision, the terms set forth below as follows:

1.4.1.1. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

1.4.1.2. “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

1.4.2. Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

1.4.3. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

1.4.4. Will have the right to require that, GOK to inspect Service Provider’s accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.5. Service Provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para.

1.6. Service Provider shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated above and GCC.

2. Clarification and Amendment of RFP Documents

2.1. Clarifications on the RFP may be uploaded online in **https://kppp.karnataka.gov.in,**portal as per the RFP Schedule. Only Online Queries through **https://kppp.karnataka.gov.in,**portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a firm, modify the RFP documents by amendment. Any amendment shall be issued in writing as addendum/corrigendum.

Addendum/corrigendum will be uploaded in the Eportal only. The Client may at its discretion extend the deadline for the submission of Proposals.

3. Preparation of Proposal

3.1. Service Provider are requested to submit a Proposal written in the English language.

Technical Proposal

3.2. In preparing the Technical Proposal, Service Provider are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3. While preparing the Technical Proposal, Service Provider must give particular attention to the following:

3.3.1. Service Provider Should not associate with the other Service Providers for this Assignment.

3.3.2. The estimated number of staff required for a period of 12 months, extendable by additional 12 months based on performance, are as follows:

Sl.	**Position**	**Numbers**
1.	Cleaning Staff	101

3.3.3. "Alternative key staff shall not be proposed. The successful bidder shall submit details for each position."

3.4. The Technical Proposal should provide the following information using the attached Standard Forms:

1.	Earnest Money Deposit (EMD) as per **https://kppp.karnataka.gov.in** portal
2.	GST registration certificate.
3.	EPF registration certificate.
4.	ESI registration certificate.
5.	GST returns, ESI, EPF paid challans of August-2023.
6.	Labour Department registration and Police Department certificate.
7.	Certificate of Incorporation in case of Private Limited / Public Limited
8.	Annual Turnover statement of five years 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 certified by Chartered Accountant.
9.	Audited Balance Sheet 2018-19, 2019-20, 2020-21, 2021-22 &

	2022-23
10.	Audited Profit & Loss Statement 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23
11.	Affidavit as per format enclosed.
12.	Previous work Orders for providing 101 nos cleaning staff in any of the five financial years, i.e., 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23
13.	Details of the existing contracts.
14.	Satisfactory Performance Certificate / Letter for providing 101 nos cleaning staff in any of the three financial years, i.e., 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23
15.	Detailed proposed work plan and methodology, on how they are going to implement and monitor the cleaning conducted by the cleaning staff.
16.	Technical Proposal Submission Form
17.	Details of Service Provider
18.	Service Provider's references.
19.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE
20.	Original/notarized documents to be submitted for verification, verification date will be intimated.

3.5. The Technical Proposal shall not include any financial information.

Financial Proposal

3.6. The salary for the staff is fixed as per the labour department government of Karnataka minimum wages and VDA from **01-04-2023 to 31-03-2023.**

Sl.No	Name	Salary per month as per minimum wages and VDA 23-24	EMPLOYER CONTRIBUTION (BBMP)		Sub Total	EMPLOYEE Contribution		Sub Total	Total Salary per months (3+6)	Take home salary per month, personnel (10-9-6)	Service charges as per tender	Total (10+12)	Total Staffs	GST	Total Value per month (13*14)	Total Value per Year (17*12)
			ESI: 3.25%	PF : 12%		ESI: 0.75%	PF : 12%									
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1	Cleaning staff	20142.10	654.61	1800	2454.61	151.06	1800	1951.06	22596.71	18191.04	-	22596.71	101	NA	22,82,267.71	2,73,87,212.52
														Total	22,82,267.71	2,73,87,212.52

Sl. No.	Name of the Item	HSRH	DMH	WGMH	PMH	ADMH	PTMH	MADIWALA Hospital	BSKRH	NRCMH+DC	GGMH	YMH (HKHRH)	AZMH	MODI	HO(S)	Total number per month	Total number per month	Total number per month
1	Wet mop set (clip N fit)	6	4	2	2	2	4	4	6	5	5	6	2	4	1	53	636	287.29
2	Dry mop set (clip N fit)	6	6	2	2	2	4	4	6	4	4	6	2	6	1	55	660	287.29
3	Toilet brursh hard (round)	6	6	2	2	2	4	4	6	8	4	8	2	8	1	63	756	33
4	Steel scrub	4	6	2	2	2	4	4	4	6	4	6	2	8	1	55	660	23.73
5	Nylon scrub	4	6	2	2	2	4	4	4	6	4	8	2	8	1	57	684	25
6	Hard broom (coconut)	8	6	4	4	4	4	4	8	4	4	9	4	6	1	70	840	32
7	Soft broom (Bombay)	8	8	4	4	4	4	4	8	4	4	6	4	8	1	71	852	105
8	Scented Phenyl (5 litres can)	8	6	2	2	2	6	6	8	6	4	6	2	6	1	65	780	423.75
9	Bleaching powder (10 Kgs bag)	8	2	1	1	1	2	2	8	3	2	4	1	2	1	38	456	813.6
10	Acid (5 litre)	2	4	1	1	1	5	5	2	2	1	5	1	4	1	35	420	55
11	Soap oil in 5 litres can	8	6	5	5	5	5	5	8	6	5	6	5	6	1	76	912	347.5
12	Cob web stick (every 3 Months)	2	4	1	1	1	4	4	2	4	1	2	1	4	1	32	384	200
13	Wiper/Scrubber long (every 3 Months)	6	6	2	2	2	6	6	6	6	2	5	2	6	2	59	708	400

Note:

- Minimum 2% to 3% service charges are fixed. If bidders quote less than 2%, those financial offer will be rejected.
- The service charge per person per month should be in percentage (%). The service charge should be quoted in **https://kppp.karnataka.gov.in,** portal only.

3.7. The Proposals must remain valid for 180 days after the submission date, during this period; the Service provider is expected to keep available the staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Service Provider who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

4.1. The proposal shall be uploaded online in the e-portal **https://kppp.karnataka.gov.in,** The bidder shall upload the proposals in the e-Portal on or before the due date and time specified in the RFP Schedule.

4.2. The Technical Bids will be opened online in the **https://kppp.karnataka.gov.in,** portal on the date and time as specified in the RFP Schedule. The Financial Proposal shall remain encrypted in the e-portal.

5. Proposal Evaluation

General

5.1. From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the RFP. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.

5.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

5.3. The evaluation committee appointed by the Client, evaluates the proposals on the basis of point system specified below. Each responsive proposal will be given a technical score (S_t). A proposal shall be rejected at this stage if it fails to achieve the minimum technical score 80.

Sl.	Evaluation Criteria	Points
1	Bidder should have provided cleaning staff for 101 numbers in any of the three financial years, i.e., 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 (Should submit work order/Invoices as proof)	10
2	Detailed proposed work plan and methodology, on how they are going to implement and monitor the cleaning conducted by the cleaning staff at hospitals.	10
3	Satisfactory Performance Certificate / Letter from clients for providing cleaning staff. (If bidder submits satisfactory letter for 101 numbers in any one of the last three years i.e 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 (points will be allocated.)	20
4	Annual Turnover statement of 3 financial years, i.e., 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 Certified by Chartered Accountant as per format enclosed. If bidder is having annual turnover of Rupees 5,86,00,000.00 in the any two of the financial years (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) 30 points will be allocated. If bidder is having annual turnover Less than Rupees 5,86,00,000.00 zero points will be allocated	30
5	Registration Certificate of IT, ESI, PF, LABOUR, EPF, Registration Certificate of ESI, Labour Registration certificate and Police department Licence (ISD), (5 points each for each registration certificate)	15
6	EPF returns for the month of August 2023 paid for 101 number of employees, ESI returns for the month of August 2023 paid for 101 number of employees, GST returns of August 2023 If EPF/ESI returns paid for less than 101 employees in the month of September than zero points will be allocated.	10
7	Training schedules for the cleaning staff	5
	Total	**100**

a) The minimum technical points required to pass is: **80 points.**

b) The BBMP reserves the right to seek clarification and/or any additional information including documents during the evaluation provided they were existing prior to bid submission, i.e., of historical nature.

c) If Bidder fails to upload the documents as per the evaluation criteria, then zero points will be allocated.

Opening and Evaluation of proposals, Financial Proposals; Ranking

5.4. After the technical evaluation is completed, the Client shall mark the proposals in **https://kppp.karnataka.gov.in,** Portal, which did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, as rejected. The Client shall open those financial bids in the **https://kppp.karnataka.gov.in,** portal, who have secured the minimum qualifying mark in the technical evaluation.

5.5. The financial bids shall be opened online in the **https://kppp.karnataka.gov.in,** portal.

5.6. The Client will select the rates w.r.t to minimum wages act per cleaning staff and rates for cleaning equipments should be reasonable as per market rate per month in Rupees.

5.7. If multiple bidders are quoted same rate, then the bidder with highest technical points awarded during the technical evaluation will be selected for the award of contract. Further if multiple bidders are quoted same rate, secured same technical points during technical evaluation, then the bidder with the highest annual turnover in any one of the two financial years will be selected for the award of contract.

5.8. The selected Service Provider will be invited for negotiations if required.

5.9. The evaluation committee will determine whether the Financial Proposals are complete, correct any computational errors.

6. Negotiations

6.1. Negotiations will be held at the address indicated in the RFP schedule. The aim is to reach agreement on all points and sign a contract.

6.2. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.3. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Service Provider will initial the agreed contract. If negotiations fail, the Client will invite the firm who has

quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. Award of Contract

7.1. The contract will be awarded following negotiations. After negotiations are completed, the Client will notify other Service Provider on the shortlist that they were unsuccessful in the Eportal only and return the Financial Proposals /EMD if any of those Service Provider who did not pass the technical evaluation.

7.2. The tentative date of Assignment is from Work order issue.

7.3. Within 15 days of receipt of Notification of Award, the successful bidder shall submit the Details of Staff deputing of all the manpower proposed for deployment at the Client's locations. The Client shall review the details of all the manpower proposed by the successful bidder. The successful bidder shall post the manpower at site only after receiving approval of the Client.

7.4. Within fifteen (15) days of the receipt of notification of award from the Client, the successful Bidder shall furnish the Performance Security (3% of Tender amount). The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders through E-procurement.

7.5. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

8. Confidentiality

8.1. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted the proposals or to other persons not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

SECTION III – TECHNICAL PROPOSAL – STANDARD FORMS

1. Technical Proposal Submission Form

[To be submitted on company letter head]

Date: …./…./……..

To,

Executive Engineer,
Project South, BBMP
9th main road, 9th Cross,
Jayanagar II block,
Bangalore-560 011.

Dear Sir/Madam,

RFP Ref. No.

Subject: Technical Proposal for ……..

We, the undersigned, offer to provide cleaning staff to BBMP south zone Hospitals on outsourced basis, for the above in accordance with your Request for Proposal vide no. ……. dated …./…./……. We are hereby submitting our Proposal which includes this Technical Proposal and a Financial Proposal.

If negotiations are held during the period of validity 180 days of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:	
Name:	
Title:	

Company Seal:	

2. Details of Service Provider'

Sl.	Particulars	Details				
1.	Company Name					
2.	Address of Registered Office					
3.	Contact Details	Landline				
		Mobile				
		Fax				
		Email				
4.	Director / CEO details	Name				
		Landline				
		Mobile				
		Fax				
		Email				
5.	Authorized Signatory for this RFP	Name				
		Landline				
		Mobile				
		Fax				
		Email				
		[Bidder should submit ***Power of Attorney*** authorizing to submit proposal and to represent the company for this RFP]				
6.	Branch Offices	Sl.	City	State	Address	Landline
		1.				
		2.				
7.	Total Number of Staff Employed on bid submission date	Sl.	Designation		No of Staff Employed	
		1.				
		2.				
			Total			

Authorized Signature:	
Name:	
Title:	
Company Seal:	

3. Service Provider/s references

[Relevant Services Carried Out in the Last three Years that Best Illustrate Qualifications]

Using the format below, provide information on each reference assignment for which your firm/company was legally contracted.

<table>
<tr><th>Sl.</th><th>Particulars</th><th colspan="4">Details</th></tr>
<tr><td>1.</td><td>Assignment Name</td><td colspan="4"></td></tr>
<tr><td>2.</td><td>Client Name</td><td colspan="4"></td></tr>
<tr><td>3.</td><td>Client Address</td><td colspan="4"></td></tr>
<tr><td>4.</td><td>Client Contact Details</td><td>Name</td><td>Designation</td><td>Mobile</td><td>Email</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>5.</td><td>Contract Start Date</td><td colspan="4"></td></tr>
<tr><td>6.</td><td>Contract Completion Date</td><td colspan="4"></td></tr>
<tr><td>7.</td><td>Contract Period</td><td colspan="4"></td></tr>
</table>

Authorized Signature:	
Name:	
Title:	
Company Seal:	

4. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client

Sl.	Particulars	Comments and Suggestions
1.	Terms of Reference	
2.	Data, services & facilities to be provided by the client	

Authorized Signature:	
Name:	
Title:	
Company Seal:	

5. Description of the methodology and work plan for performing the assignment

The Service provider should submit detailed proposed work plan and methodology, on how they are going to implement and monitor the cleaning staff. Brief Note on Following:

- Manpower Deployment in time after the contract award.
- Supervision & Monitoring of Attendance.
- Replacement Time.

Authorized Signature:	
Name:	
Title:	
Company Seal:	

6. Format of Annual Turnover Statement

[To be printed on letter head of Chartered Accountant.]

[Should be duly signed and certified by Chartered Accountant]

The Annual Turnover of M/s _____ during the past three years is given below.

Sl.	**Financial Year**	**Turnover (in Crores)**
1.	2018-19	
2.	2019-20	
3.	2020-21	
4.	2021-22	
5.	2022-23	

We certify that the above turnover statement is true and correct.

Signature of Chartered Accountant	
Seal of Chartered Accountant	
Registration Number	
Name of Chartered Accountant	
Date	
Place	

7. Format of Affidavit

[To be submitted by bidder's authorized person on Stamp Paper of Rs. 200/-]

[The affidavit shall be notarized]

AFFIDAVIT

This affidavit is executed by M/s ..... on day ____, Year ____, having its registered office at ....for the Request for Proposal of BRUHATH BENGALURU MAHANAGARA PALIKE for ..... vide reference no. .....dated ..../..../.....

We / I hereby declare and undertake on oath as follows:

1. We / I that all the information, documents, testimonials, certificates, etc., submitted by us for the above-mentioned proposal are all correct and genuine.
2. We / I declare that the Purchase Order, Invoices, Certifications, proof of payment, Certificates, etc. submitted by us are correct and genuine.
3. We / I declare that our firm / company M/s. ..... is not blacklisted or de-registered by any Government / Quasi Government / other organization.
4. We / I declare that we / I will not default in the submission of Tax Deducted at Source (TDS), Provident Fund, ESI, etc.
5. We / I declare that we / I will not violate any of the provisions of the Indian Labour Law.
6. We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted by BRUHATH BENGALURU MAHANAGARA PALIKE for the period of five years.

Identified by me:

Deponent

Advocate

Name:

Title:

Company:

Date:

Place:

SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS

1. Financial Proposal Submission Form

(Not Used)

Note:

The rate should be quoted in Eprocurement portal only.

Note:

- Minimum 2% to 3% service charges are fixed. If bidders quote less than 2%, those financial offer will be rejected.
- The service charge per person per month should be in percentage (%). The service charge should be quoted in **https://kppp.karnataka.gov.in**, portal only.

SECTION V – TERMS OF REFERENCE (TOR)

1. Background

The RFP is being published for the outsourcing of cleaning staff to the BBMP South zone hospitals as below:

Sl. No	DDO code	Name of the Hospital	Required Number of hospital cleaning staff	Gender		Requirement areas
				F	M	
1	102	HSRH	21	19	2	SNCU-3,OT-3 , LR-3 , WARD-3 &LAB-3, NEW GENERAL BLOCK-6
2	388	DMH	8	8	0	WARD-2, LR-2 , OPD -1, OT-1, POLY CLINIC -2

3	401	WGMH	5	5	0	WARD-2, LR-1, OPD -2
4	405	PMH	1	1	0	OPD -1
5	543	ADMH	3	3	0	WARD-1, LR-1 , OPD -1
6	543	PTMH	6	6	0	WARD-2, LR-2 , OPD -2
7	NEW CODE	MADIWALA HOSPITAL	6	6	0	WARD-4, OPD -2
8	394	BSKRH	14	14	0	OPD-2, OT-3 , LR-4 , WARD-3 & LAB-2
9	397	NRCMH +DC	9	9	0	OPD-2, LR-2,ward-1 OT-2,dialysis-2
10	395	GGMH	7	6	1	WARD-2, LR-2 , OPD -2 & LAB-1
11	393	YMH (HKHRH)	9	8	1	OPD-2, OT-2 , LR-2 , WARD-2 & LAB-1
12	407	AZMH	5	5	0	WARD-1, LR-2 , OPD -2
13	NEW CODE	MODI HOSPITAL	6	6	0	OPD-2, OT-2 , LR-2
14	385	HO(S)clinical	1	1	0	Ho(S)Clinical office
	TOTAL		**101**	**97**	**4**	

2. Concise Statement of Objectives

This RFP is being published to appoint the service provider to provide cleaning services for the BBMP South zone hospitals for a

period of 12 months, extendable by another 12 months based on the performance.

3. An Outline of the Tasks to be Carried Out

1. The Service Provider shall be responsible for providing the requested number of personnel and should meet the prescribed minimum qualification and experience. The Service Provider shall be responsible for providing the requested number of personnel. The personnel provided by the service agency should preferably be female and one male for each RH.
2. The personnel shall perform the duty assigned to them from time to time.
3. The personnel shall take utmost care in the use and handling of equipment, that they are required to use in the discharge of their duties and responsibilities.
4. The personnel shall not indulge in any corrupt practices in discharge of their duties and responsibilities.
5. The personnel deployed by the service provider shall be eligible for leaves as per Labour Department.
6. The personnel deployed by the Service provider shall conduct themselves with dignity and maintain the decorum of the institutions where they are posted. They must discharge their duties in a professional manner.
7. Cleaning Service: The aim and objective is to provide a high level of a clean, hygienic and presentable look to the entire area. Pre designated supervisors of the contractor will supervise the awarded work. The Service provider has to ensure that the staff deployed is dressed in neat and clean uniform, with personal protective equiments approved by the BBMP. Officials of BBMP will monitor the entire work and staff deployed by the selected tenderers.
8. Daily Services: cleaning services should be done daily from Monday to Sunday at regular intervals, so that the areas covered under the contract remain spic and span all the time, working hours should be adjusted in such a manner that cleaning work in the morning should be completed well before 8.30 A.M.:

i. Cleaning, dusting, mopping with disinfectant of floors, walls and ceilings, from the entire area covered under the contract (such as hospital wards, OPD block, Laboratory room, blood storage room, Labour room, Operation Theatre room, office rooms, staircases, in and around hospital compound etc.).
ii. Removal of General waste, Bio medical waste and any other garbage etc. and disposing off all the collecting refuse at designated site on daily basis.
iii. Dusting of all doors and windows, furniture’s, fans, air

conditioner vents, overhead light fixtures, projectors, fire fighting equipment, nameplates, doormats lockers, equipment's, accessories etc. and cleaning of all window glasses and grills.

iv. Cleaning and disinfecting all vitreous fixtures including toilets, bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles.

v. Placing garbage bags in all garbage bins to avoid stains and stinks and clear them on daily basis.

vi. Check and remove hairs, dust, dirt or any such object from anywhere in area covered under the contract.

vii. Cleaning of all open areas between the hospital building and hospital including sweeping of roads, lawns, paths, cleaning open drains etc. as directed by the BBMP officials in charge.

9. Waste Disposable Management: The contractual cleaning staff will ensure segregation of dry and wet garbage in the earmarked area. The contractual Cleaning staff will also ensure segregation of Biodegradable and non-Biodegradable garbage. The cleaning staff have to be updated with the rules of Bio medical waste 2016 Amendments on segregation and handling of BMW. All statutory rules and regulations and legal requirements are to be followed at each stage.

10. Weekly Services: -

The deep cleaning of the entire area will be done by the contractual Cleaning staff once a week as under:-

- Dusting of entire area including windows / windowpanes / doors / ledges, etc.
- Thorough cleaning / sweeping / washing / mopping with disinfectant cleaners of all floors, such as hospital wards, OPD block, Laboratory room, blood storage room, Labour room, Operation Theatre room, office rooms, staircases and toilets etc. Scrubbing of all floors and ceramic tiles base. Cleaning of ceiling and high walls, removal of wash stains on walls, cleaning of roofs, porches etc.
- Cleaning of sanitary fittings, toilets drain pipes etc. in the toilets with standard cleaning material.
- Cleaning of all windows glasses and grills with detergents / cleaning agents.
- Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.
- The service provider will make a cleaning programme and submit to the hospital for weekly cleaning so that the hospital's concerned official / in charge for the particular area can be deputed on the day of cleaning to make the area available and supervise the cleaning work.
- The contractual staff will work in the specified area mentioned in the scope of work.
- The service provider will provide the duty register to BBMP as required.

11. Cleaning services Monitoring and Control

For better management and smooth services, the following

monitoring mechanism will be adopted by the service provider.

Toilets Checklist

This is to be attached on the back of the toilet door. It is to be filled up by the service provider supervising staff on duty daily.

- Management / Cleaning staff Service Requirements / Complaints Report

This is to be filled up by the management and administrative staff of the Service provider who receive / observe the complaints / requirements for any of the services. All suggestion, complaints related to services or staff deployed by the Service provider will be registered and reported to Administrative Medical Officer of the Hospital or Medical Superintendent of the Referral Hospital BBMP Hospital. The Service provider will take immediate action to resolve the same failing which the penalty clause will be invoked.

- Cleaning Services Complaint Register

This register is to be maintained by the service provider for BBMP through the inspection of the site, material on site, attendance sheet of the staff, weekly report, client letter / fax / email, verbal complaints etc. and necessary action is to be taken.

12. The Service Provider shall produce the list of personnel deployed with the details like full name, address proof, photo proof, age proof and also get the credentials (character and antecedents) of the personnel verified by the police and obtain reports thereof.
13. The persons so deployed shall not be below 21 years and should be below 60 years. They will perform their duties to the satisfaction of the Employer. The Service Provider or his representative will report at least once in a week to the Employer for co-ordination.
14. In case of long (not more than 10 days) and unauthorized absence of any of the personnel, the Service Provider shall take immediate steps for replacement to ensure that the work of the BBMP Referral Hospitals, Maternity homes, Health Officers (South clinical) Offices.
15. The Service Provider will be responsible to ensure maintenance of Office decorum and discipline by the personnel provided by him. In case of persistent mis behavior of any of the personnel, the Service Provider shall provide a replacement on receipt of complaint by the Employer.
16. Senior Officer of the Service Provider should visit the Office of the Employer at least once in a month and check the working of their personnel.
17. The personnel employed by the Service Provider will be in the employment of the Service Provider only. They

will not have any claim what so ever in case of filling of regular posts, if any, by BBMP.

18. If personnel provided by the Service Provider to the South BBMP Hospitals and Offices are found to be indulging in any undesirable or unfair activities in the Office premises, the Service Provider will solely be responsible for all the consequences, apart from, liberty of the employer to lodge a complaint before appropriate authorities.
19. The personnel deployed by the Service Provider shall be covered as per applicable Act and Rules under the ESI, PF, Gratuity and Bonus.
20. The Service Provider shall extend all benefits including leave accruing to them under the various applicable Labour Laws.
21. The Service Provider shall comply with all the requirements of the various applicable law, Acts and Rules and shall obtain required licenses, permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate Authorities with a copy to the Employer for record. It is also his responsibility to ensure compliance of any requirement as may be prescribed by the Employer. The Service Provider shall be solely responsible for any damages, fines or other action due to failure or lapses of any of the personnel deployed by the service provider.
22. The service provider should provide uniforms to the personnel deployed at various Health Care Institutions.
23. The Service Provider should pay the personnel at the rates as may be notified by the Employer from time to time. This amount would be paid to the personnel by the way of RTGS to the personnel's account directly. The service provider must provide the details of the SB account of all the cleaning staff, the account should be in the personnel name only (on the basis of attendance communicated by the Employer) after deducting the employee's contribution of PF, ESI as prescribed by the Government from time to time. The payment to the personnel should be made within 5th day of the next month for which the payment is due without waiting for the payment of his invoice to the Employer.
24. The Service Provider shall deposit the Employer's contribution of PF and ESI as prescribed by the Government from time to time in the accounts of the personnel through nationalized banks and the challans of the same pertaining to the personnel deployed to BBMP through this tender should be compulsorily submitted

along with the bills to the appropriate authorities within statutorily prescribed period without waiting for the payment of his invoice to the Employer.

25. The Service Provider shall submit his invoice for the month before the 10th of the next month. The invoice shall give the following details:

i. Salary paid for the personnel based on attendance (computed at the rates as may be notified by the Employer from time to time per month), the employee's contribution of PF and ESI supported by attendance sheet;
ii. Employee's contribution of PF and ESI supported with proof of having deposited the same with the appropriate authorities;
iii. Service Provider's fees computed on the total of 1 to 2 above;
iv. Invoice should be accompanied by PF & ESI challans of the previous month. Remittance should match with the deductions made in the bill.

26. Incomplete invoices and those not supported by stipulated documents will be returned for compliance before payment. The Service Provider shall be solely responsible for the delay. Any delay in payment of the invoice provided by the Service Provider shall not be an excuse for making delayed payment to the staff regularly by the stipulated dates. The Service Provider should have ample financial resources to meet such exigency for a period of at least three months. The payment to the personnel would be made by RTGS directly to personnel deployed accounts only.

27. After disbursement of the staff salary through RTGS the bills should be submitted for payment failing which notice will issued. After three notices the tender will be terminated automatically and service provider will be blacklisted.

28. The Annual Statement of Accounts in respect of ESI & PF issued by the concerned Head of the organization shall be furnished to each of the personnel with copy to the Employer.

29. The Service Provider who is entrusted with the task of providing personnel to South zone BBMP Hospitals and Offices will be solely responsible for performance of the duty entrusted to the personnel. If the services rendered are found to be unsatisfactory, even after issue of notices/warnings to that effect, or if the Service Provider does not follow the Terms and Conditions of this Contract, notice will be issued. After three notices the tender will be terminated automatically and service

provider will be blacklisted. Employer decision would be final and binding.

30. Violation of any of the above terms and conditions by the service provider results in termination of contract or forfeiture of performance security or both.

31. The bills of every month should be submitted along with the amount paid through RTGS to the house keeping staffs with the copy of RTGS, ECR challans of ESI/PF paid for the month(should submit Pehchan card of ESIC along with ECR challan for the first bill), Form Q along with the first bill, Form T along with every bill, wage slip to the employee as per minimum wages act section 18(3), to the respective Administrative medical Officers of Maternity homes/ Referral hospitals, Administrative medical Officers of Maternity homes/ Referral hospitals will verify the bills submitted by the service provider and prepare the DC bill in the P-code P-0098/0069 respective Medical superintendents will counter sign the bills and send it to zonal Assistant Controller (Finance) through Zonal Health Officers.
32. TRN and CRN of PF should submit along with the monthly bill (TRN and CRN should match).
33. Bills should be raised as per Labour act (National and festival holidays, leaves).
34. Duty roster for each month including the holiday as per format p, shall be provided to concerned AMO’s within 25th of previous month.
35. The Service Provider shall comply with all the requirements of the various applicable law, Acts and Rules and shall obtain required licenses, permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate Authorities with a copy to the Employer for record. It is also his responsibility to ensure compliance of any requirement as may be prescribed by the Employer. The Service Provider shall be solely responsible for any damages, fines or other action due to failure or lapses of any of the personnel deployed by the service provider.
36. Non-disbursement of salary to the staff before 5th of the month due; will attract a penalty of 2% of the total bill amount submitted for payment.

37. Attendance of personnel should be maintained by the service provider. The service provider should submit the attendance of personnel along with the monthly bill, the attendance submitted by the service provider should be verified by the concerned Administrative medical officer of the concerned hospital.
38. Required Cleaning Materials for cleaning of hospitals will be provided by the BBMP.

4. Schedule for Completion of Tasks

The Service Provider shall start the services within 15 days from the date of work order.

5. Data, Services and Facilities to Be Provided by the Client

[None]

6. Final Outputs (i.e., Reports, Drawings, etc.) that will be required of the Service Provider

[None]

7. Composition of Review Committee to Monitor Manpower Service Providers Work

The services provided by the Service Provider will be reviewed and monitored by the team deputed by JC South BBMP.

8. Procedure for Review of Progress Reports, Inception, Status, Final Draft and Final Reports

Inspection by the team deputed by JC South BBMP.

SECTION VI – CONTRACT OF SERVICE PROVIDER'S SERVICES

1. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the …… day of the month of ……., 2023, **BETWEEN** on the one hand, …… (Hereinafter called the "Client") **AND** on the other hand, …… (Hereinafter called the "Service Provider").

WHEREAS

A. the Client has requested the Service Provider to provide certain services as defined in the RFP document, GCC (General Conditions of Contract attached to this Contract (hereinafter called the "Services");

B. the Service Provider, having represented to the Client that they have the required professional skills, and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1) The following documents attached hereto shall be deemed to form an integral part of this Contract:
   a) The General Conditions of Contract (hereinafter called "GC");
   b) The Special Conditions of contract (hereinafter called "SC");
   c) RFP document
   d) Terms of reference
2) The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
   a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
   b) the Client shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND BEHALF OF

BRUHATH BENGALURU MAHANAGARA PALIKE

By, Health Officer clinical South.

FOR AND BEHALF OF

[Name of Service Provider]

By [Authorized Signatory]

2. General Conditions of Contract

2.1. General Provisions

2.1.1. Definitions

1) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

   a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

   b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

   c) “Effective Date” means the date on which this Contract comes into force.

   d) “Contract Price” means the price to be paid for the performance of the Services;

   e) "GCC" means these General Conditions of Contract;

   f) "Government" means the Government of Karnataka;

   g) "Local currency" means Indian National Rupee;

   h) "Party" means the Client or the Service Provider, as the case may be, and Parties means both of them;

   i) "Cleaning staffs" means persons hired by the Service Provider or by any Sub-Service Provider as employees and assigned to the performance of the Services.

   j) "SCC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

   k) "Services" means the work to be performed by the Service Provider pursuant to this Contract as described in TOR; and

   l) ‘Third party” means any person or entity other than the Government, the Client, the Service Provider.

2.1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

2.1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

2.1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail specified in this RFP.

2.1.5. Location

The Services shall be performed at such locations as are specified in the RFP.

2.1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the RFP.

2.1.7. Taxes and Duties

The Service Provider shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

It is the responsibility of the Service Provider to strictly abide by the Indian Labour Laws and Acts, including but not limited to payment of TDS, PF, ESI, Service Tax to the Government.

2.2. Commencement, Completion, Modification, and Termination of Contract

2.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

2.2.2. Commencement of Services

The Service Provider shall begin carrying out the Services within fifteen (15) days after the date the Contract becomes effective.

2.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.2.7, this Contract shall terminate at the end of 12 months, which may be extended by another 12 months based on the performance.

2.2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties or as instructed by BBMP.

2.2.5. Force Majeure

1) Definition

a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2) No Breach of Contract

a) The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

3) Extension of Time

a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

4) Payments

a) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.2.6. Suspension

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

2.2.7. Termination

1) By the Client

a) The Client may terminate this Contract, by not less than sixty (60) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (b) through (e) of this Clause 2.2.7 (1) and sixty (60) days in the case of the event referred to in (g):

b) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

c) if the Service Provider (or any of their members) become insolvent or bankrupt;

d) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

e) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

f) For the purpose of this clause:

i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-

competitive levels and to deprive GOK of the benefits of free and open competition.

g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

h) Service Provider and their staff if fails to strictly adhere to the Information Technology Act 2000 and its subsequent amendments at all times

2) By the Service Provider

a) The Service Provider may terminate this Contract, by not less than ninety (90) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause 2.2.7 (2):

i) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;

ii) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider' notice specifying such breach;

iii) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3) Cessation of Rights and Obligations

a) Upon termination of this Contract pursuant to Clause GCC 2.2.7, or upon expiration of this Contract pursuant to Clause GCC 2.2.3, all rights and obligations of the Parties hereunder shall cease, except:

i) such rights and obligations as may have accrued on the date of termination or expiration;

ii) the obligation of confidentiality set forth in Clause GCC 2.3.3 hereof;

iii) any right which a Party may have under the Applicable Law.

4) Cessation of Services

a) Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.2.7 (1) or GCC 2.2.7 (2) hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GCC 2.3.7 and GCC 2.3.8.

5) Payment upon Termination

a) Upon termination of this Contract pursuant to Clauses 2.2.7 (1) or 2.2.7 (2), the Client shall make the following payments to the Service Provider:

i) Payment for Services satisfactorily performed prior to the effective date of termination;

ii) except in the case of termination pursuant to paragraphs (b) and (c) of Clause 2.2.7 (1), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.3. Obligations of the Service Provider

2.3.1. General

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service Provider or third parties.

2.3.2. Conflict of Interest

1) Service Provider Not to Benefit from Commissions, Discounts, etc.

a) The remuneration of the Service Provider pursuant to Clause 2.6 shall constitute the Service Provider' sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with

activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the staff, any Sub-Service Provider, and agents of either of them, similarly shall not receive any such additional remuneration.

2) Procurement Rules of Funding Agencies

a) Deleted.

3) Service Provider and Affiliates Not to engage in certain Activities

a) The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and their affiliates, be disqualified from providing services for any project resulting from or closely related to the Services.

4) Prohibition of Conflicting Activities

a) Neither the Service Provider nor the staff shall engage, either directly or indirectly, in any of the following activities:

i) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

ii) after the termination of this Contract, such other activities as may be specified in this RFP.

2.3.3. Confidentiality

The Service Provider, and the staff of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

2.3.4. Insurance to Be Taken Out by the Service Provider

It shall be the responsibility of the Service Provider to obtain necessary and required insurance(s) to all their staff posted at the Clients locations.

2.3.5. Service Provider' Actions Requiring Client's Prior Approval

1) The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Service Provider and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Service Provider shall remain fully liable for the performance of the Services by the Sub-Service Provider and its staff pursuant to this Contract;

2.3.6. Reporting Obligations

Deleted.

2.3.7. Documents Prepared by the Service Provider to be the Property of the Client

The Service provider shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. All Intellectual Property Rights (IPR) of the data, information, etc. created, generated, written, prepared, etc. shall be the sole property of the Client.

2.3.8. Equipment and Materials Furnished by the Client

Equipment, and other materials made available to the service provider by the Client or purchased by the service provider with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the service provider shall make available to the Client an inventory of such equipment and materials. While in possession of such equipment, and other materials, the Service provider, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value. The service provider should maintain all the equipment and other materials handed over during the agreement in his own expense.

2.4. Service Provider' Personnel

2.4.1. Description of personnel

As defined at 3.3.2.

2.4.2. Removal and/or Replacement of personnel

1) Except as the Client may otherwise agree, no changes shall be made in the cleaning staff. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the cleaning staff, the Service Provider shall

forthwith provide as a replacement a person of equivalent or better.

2) If the Client finds that any of the cleaning staff have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the cleaning staff, then the Service Provider shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

3) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of cleaning staff.

4) In case the staffs of service provider want to resign during the contract period, the staff shall provide a notice period of 90 days to the Client or the notice period approved by client on a case-to-case basis.

5) In case the Client wants to replace any staff, the Service Provider shall replace the staff within 30 days or as per the time period specified by the Client on a case-to-case basis.

2.5. Obligations of the Client

2.5.1. Assistance and Exemptions

a) Unless otherwise specified, the Client shall use its best efforts to ensure that the appropriate for the prompt and effective implementation of the Services;

2.5.2. Services and Facilities

Services as per TOR.

2.6. Payments to the Service Provider

2.6.1. Lump Sum Remuneration

The Salary to the staff should be paid as per the Labour department government of Karnataka.

Sl.No	Name	Salary per month as per minimum wages and VDA 23-24	EMPLOYER CONTRIBUTION (BBMP)		Sub Total	EMPLOYEE Contribution		Sub Total	Total Salary per months (3+6)	Take home salary per month, personnel (10-9-6)	Service charges as per tender	Total (10+12)	Total Staffs	GST	Total Value per month (13*14)	Total Value per Year (16*12)
			ESI: 3.25%	PF: 12%		ESI: 0.75%	PF: 12%									
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1	Cleaning staff	20142.10	654.61	1800	2454.61	151.06	1800	1951.06	22596.71	18191.04	-	22596.71	101	NA	22,82,267.71	2,73,87,212.52
														Total	22,82,267.71	2,73,87,212.52

2.6.2. Contract Price

The Contract price will be salary as per the Labour department government of Karnataka and the service charges quoted by the successful bidder.

2.6.3. Payment for Additional Services

Nil.

2.6.4. Terms and Conditions of Payment

a) Receipt of payment of P.F, ESI as applicable.

b) Attendance extract.

c) Payment receipt details transferred through NEFT/RTGS to the account of concerned staff.

d) The bills of every month should be submitted along with the amount paid through RTGS to staff with the copy of RTGS, ECR challans of ESI/PF paid for the month (should submit Pehchan card of ESIC along with ECR challan for the first bill), Form Q along with the first bill, Form T along with every bill.

e) The Service Provider shall pay the personnel at the rates as may be notified by the Employer from time to time. This amount would be paid to the personnel by RTGS only after deducting the employee's contribution of PF, ESI as prescribed by the Government from time to time. The payment to the personnel should be made within 5th day of the next month for which the payment is due without waiting for the payment of his invoice to the Employer.

f) The Service Provider shall comply with all the requirements of the various applicable law, Acts and Rules and shall obtain required licenses, permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate Authorities with a copy to the Employer for record. It is also his responsibility to ensure compliance of any requirement as may be prescribed by the Employer. The Service Provider shall be solely responsible for any damages, fines or other action due to failure or lapses of any of the personnel deployed by the service provider.

g) The Service Provider shall deposit the Employer's contribution of PF and ESI as prescribed by the Government from time to time in the accounts of the personnel through nationalized banks to the appropriate authorities within statutorily prescribed period without waiting for the payment of his invoice to the Employer.

h) Bills should be submitted by 5th of every month through concerned officer.

i) The authorized officer will forward the bill to the ACF.

j) Payment will be made to the bidder after deducting taxes as payable under Applicable law and after taking into account any deduction/ fine / penalties imposed by Bruhat Bangalore Mahanagar Palike.

k) In case of dispute, the undisputed amount will be paid and the disputed amount will be verified and if found in order shall be paid along with the bills for the following month if not, the same be disallowed.

l) Penalties:

Sl. No.	Item	Penalty
1	Not Deputing staff in time.	0.5 % of monthly fee payable
2	Non-disbursement of salary to the staff before 5th of the month due;	penalty of 2% of the particular bill amount submitted for payment.
3	starting the services	5% per day to a maximum of 10% of contract value including tax if the service provider not starting the services within 15 days from the date of work order.

m) In case if there is any dispute regarding the payment for any month the decision of the Chief Commissioner BBMP will be final.

2.6.5. Interest on Delayed Payments

Nil.

2.7. Settlement of Disputes

2.7.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

2.7.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified below at 2.7.4.

2.7.3. Place of Jurisdiction

All the matter pertaining to court will be at Bangalore Jurisdiction only.

2.7.4. Selection of Arbitrators:

1) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Service Provider shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

2.7.5. Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

2.7.6. Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

2.7.7. Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (b) through (d) of Clause 2.7.2 (1) hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

2.7.8. Miscellaneous

In any arbitration proceeding hereunder:

a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

2.8. Performance Security

a) Within 15 days of Notification of Award, the successful bidder shall furnish Performance Security to the Purchaser shall be for the 3% of the total estimated amount, valid upto 60 days after the date of completion of performance obligations under this contract.

b) The Performance Security shall be in the form of Bank Guarantee drawn in favour of the Client.

c) Discharge of the performance Security shall take place not later than 90 days following the date of completion of the Service Provider’s performance obligations under the contract.

d) In the event of any contractual amendment, the Service Provider shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations.

2.9. Risk Clause

The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement. BBMP reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right

to award the contract to any other selected tenderers at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by BBMP from the Contractor Security Deposit or by raising a separate claim.

a. All necessary reports and other information will be handed over to BBMP on a mutually agreed basis and regular meetings will be held with the BBMP South zone.

b. Service provider and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the BBMP and shall not knowingly lend to any person or company any of the effects or assets of the BBMP under its control.

c. In the event of loss/damage of equipment etc. at the premises of the BBMP due to negligence/carelessness of service provider staff, if established after a joint enquiry, then the service provider shall compensate the loss to the institution.

d. The service provider or its representative/s shall meet BBBMP representative/s regularly to take feedback regarding the services. The service provider will also maintain a suggestion book for comments on the services rendered by it.

e. The service provider shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the premises and shall indemnify BBMP for any loss or damage caused by any act of the service provider or its employees or staff etc.

f. The service provider shall not assign or sublet this Agreement or any part thereof to any third party without the approval of BBMP

g. Training on behavior aspects and ethics must be done regularly. BBMP ways of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.

f. Licenses if any required for services at the site will be procured by the service provider.

g. Any loss caused to the life and property due to negligence or dereliction of duty of the engaged service provider is to be indemnified by the service provider upto the entire satisfaction of the concerned office.

h. The service provider should have insurance facility of the 110% of contract value including tax.

Details of the existing contracts

	Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer concerned	Details regarding the contract	Value of Contract (Rs.)	Duration of Contract	
				From DD/MM/YY	**To** DD/MM/YY
A					
B					
C					
	Additional information, if any				

The above format may be used to provide requisite details.

Authorized Signature:	
Name:	
Title:	
Company Seal:	

Checklist for Documents to be submitted

[IMPORTANT NOTICE: The following checklist of documents should be submitted by the bidder in this bid. The following list is only an illustrative list and not the complete list of documents. Bidders may please note that, in case one or more documents as required in the tender document are not submitted in the bid, as per the format mentioned in the RFP document and in clear & readable format, before the RFP due date and time, then the bid submitted by the bidder shall be liable for outright rejection. The Client shall not accept any document which have not been uploaded before the RFP due date and time. Therefore, the bidders are requested to read the RFP document carefully and submit/upload the complete list of documents as required in the RFP document.]

Sl.	**Checklist of Documents**	
1.	Earnest Money Deposit (EMD)amount as per E-portal	
2.	GST registration certificate.	
3.	EPF registration certificate.	
4.	ESI registration certificate and Police Department Licence	
5.	GST returns, ESI, EPF paid challans of August-2023	
6.	Labour Department registration certificate.	
7.	Certificate of Incorporation in case of Private Limited / Public Limited	
8.	Annual Turnover statement of three years 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 certified by Chartered Accountant.	
9.	Audited Balance Sheet 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23	
10.	Audited Profit & Loss Statement 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23	
11.	Affidavit as per format enclosed.	
12.	Previous work Orders for providing 101 nos cleaning staff in any of the five financial years, i.e., 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23	
13.	Details of the existing contracts.	
14.	Satisfactory Performance Certificate / Letter for providing 101 nos cleaning staff in any of the three financial years, i.e., 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23	
15.	Detailed proposed work plan and methodology, on how	

Sl.	Checklist of Documents	
	they are going to implement and monitor the cleaning conducted by the cleaning staff	
16.	Technical Proposal Submission Form	
17.	Details of Service Provider	
18.	Service Provider’s references.	
19.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE	